

Lauren O. Miller (CA SBN 279448)
millerl@tesla.com

Lindsey R. Adams-Hess (SBN 260600)
ladamshess@tesla.com

TESLA, INC.

3000 Hanover Street
Palo Alto, CA 94304
Telephone: 510-362-3599

Attorneys for Defendant TESLA, INC.

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

LAILA SULTANI, and S.S., a minor, by and through her Guardian Ad Litem EHSAN SULTANI,

Plaintiff,

vs.

TESLA, INC., doing business in California as
TESLA MOTORS, INC., and DOES 1
through 50, inclusive,

Defendants.

Case No. 2:24-CV-01445-JAM-CKD

[Originally Filed in Sacramento County
Superior Court, Case No. 24CV004635]

**STIPULATED
PROTECTIVE ORDER [WITH
MODIFICATION BY THE COURT]**

Action Filed: March 8, 2024
Trial Date: Not set

WHEREAS the Plaintiffs and Defendant Tesla, Inc. (collectively “the Parties” and individually “Party”) wish to engage in discovery, including production of confidential business information or proprietary information and other materials in the above-entitled action (“the Action”);

WHEREAS the Parties are in agreement for a Protective Order to be entered by the Court based upon the stipulation below pursuant to Local Rule 141.1:

NOW, THEREFORE, in order to protect such information, as may be entitled to protection, and which is produced in connection with this case including documents, deposition testimony, deposition exhibits, interrogatory responses, responses to request for admission, responses to request for production of documents, and all other discovery obtained in connection with this Action

1 ("Discovery Material"), the Parties, by and through their respective undersigned counsel and subject
2 to the approval of the Court, agree as follows:

3 **I. DESIGNATION OF MATERIAL AS "CONFIDENTIAL" OR "HIGHLY
4 CONFIDENTIAL"**

5 1. The Parties agree to take care to limit any designation to specific material that qualifies
6 under the appropriate standards below. To the extent it is practical to do so, the designating Party must
7 designate for protection only those parts of the material, documents, items, or oral or written
8 communications that qualify.

9 2. Any Party or non-party ("Producing Party") may designate Discovery Material as
10 "Confidential" or "Highly Confidential" (hereinafter referred to collectively as "Covered
11 Information") under the terms of this Protective Order if the Producing Party in good faith reasonably
12 believes that such Covered Information meets the criteria set forth below.

13 a. **Confidential Information.** For purposes of this Protective Order,
14 Confidential Information includes information that a Producing Party believes in good faith to be
15 confidential business or financial information including (i) business plans; (ii) operational data; (iii)
16 competitive analysis; (iv) technical information; (v) non-public communications with United States
17 and foreign patent offices; (vi) non-public communications with United States or foreign regulatory
18 agencies; (vii) financial information and customer information; (viii) Tesla current/former employee
19 personal identifying information; and (ix) development, design, and testing of Tesla systems,
20 components, or vehicles, that at the time of the designation as Confidential Information does not fall
21 under the more restrictive criteria of Highly Confidential Information.

22 b. **Highly Confidential Information.** For purposes of this Protective Order,
23 Highly Confidential Information includes Confidential Information that contains highly sensitive
24 competitive trade secrets, confidential business, technical, design, development and/or proprietary
25 information that warrants the highest level of confidentiality the disclosure of which will be
26 detrimental to the Producing Party's business and will place the Producing Party at a competitive
27 disadvantage.

1 3. In no instance may any person or entity to whom disclosure of Covered Information is
2 authorized remove or obscure portions of or otherwise modify a document or other Covered
3 Information in a manner that either removes an assigned Bates Number and/or confidential
4 designation. Any and all of the following must be marked with the appropriate confidential
5 designation: (1) any information copied or extracted from Covered Information; (2) all copies,
6 excerpts, summaries, or compilations of Covered Information; and (3) any testimony, conversations,
7 or presentations by Parties or their Counsel that might reveal Covered Information.

8 4. Copies of discovery responses and documents containing Covered Information shall
9 not be filed with the Court, except in accordance with Paragraph 5.

10 5. In connection with any discovery motions or pre-trial proceedings as to which a Party
11 submits Covered Information, except where contrary to Court rules, all documents and chamber
12 copies containing Covered Information shall be filed with the Court in sealed envelopes or other
13 appropriate sealed containers. The word “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” shall
14 be stamped on the envelope and the following statement shall be printed on the envelope:

15 “This envelope is sealed pursuant to Order of the Court, contains
16 Confidential/Highly Confidential Information and is not to be opened or the
17 contents revealed, except by Order of the Court or agreement by the
18 Parties.”

19 To the extent the Court’s local rules require a different procedure, the Parties shall follow local rules.

20 6. The designation of Covered Information in a document or discovery response shall be
21 made by labeling each page containing Covered Information with the word “CONFIDENTIAL” or
22 “HIGHLY CONFIDENTIAL” in one or more margin of the page. Where a document or response
23 consists of more than one page not all of which contain Covered Information, at minimum the first
24 page shall also be so labeled. In the case of information disclosed as a native file, the
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” label shall be affixed on a slip sheet
26 identifying the control number of the document, as well as part of the file name. Information
27 disclosed in or by a non-paper medium (e.g., video/audio media (tape, CD, thumb drive, external hard
28

1 drive) or other electronic or tangible thing), shall have a “CONFIDENTIAL” or “HIGHLY
2 CONFIDENTIAL” label affixed to the outside of the medium or its container, so as to clearly give
3 notice of the designation. The Parties shall not modify the file name in order to ensure anyone
4 receiving or having access to the Covered Information is aware of its status as such.

5 7. Inadvertent or unintentional production of documents or information containing
6 Covered Information that should have been designated “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL” shall not be deemed a waiver in whole or in part of a Party’s claims of
8 confidentiality and will be deemed Covered Information upon notice to all parties receiving such
9 inadvertent or unintentional production. Likewise, the production of privileged or work-product
10 protected documents or information, or private information of third parties, whether inadvertent or
11 otherwise, is not a waiver of the privilege or protection from discovery in this case or in any other
12 federal or state proceeding. The Producing Party may replace (“claw-back”) the information with
13 appropriate redactions and the Parties must return and/or destroy the information without redactions
14 within five (5) days of receipt of the properly redacted version.

15 8. Any notes, lists memoranda, indices, compilations, electronically stored information,
16 reports, records, and documents prepared or based on an examination of Covered Information and
17 any summaries of Covered Information which quote from, identify, or refer to the Covered
18 Information with such specificity that the Covered Information can be identified, or by reasonable
19 logical extension can be identified, shall be accorded the same status of confidentiality as the
20 underlying Covered Information from which they are made, shall be labeled “CONFIDENTIAL” or
21 “HIGHLY CONFIDENTIAL” as appropriate for the information on which the material is based, and
22 shall be subject to all of the terms of this Protective Order.

23 9. A Producing Party may designate information disclosed during a deposition as
24 Confidential Information or Highly Confidential Information by so indicating on the record at the
25 deposition. A Producing Party may designate the entire deposition as “CONFIDENTIAL” or
26 “HIGHLY CONFIDENTIAL” if the scope of the witness’s testimony and/or the content of the
27 exhibits, in large part, comprise Confidential Information and/or Highly Confidential Information.
28

1 Any Party opposing such designation may identify the challenged testimony by page and line, and
2 the dispute will be handled as proscribed in Paragraphs 12 and 13. The Court Reporter will be
3 instructed by counsel for the Producing Party how the Covered Information shall be marked and
4 bound. The Court Reporter shall operate in a manner consistent with this Protective Order, including
5 but not limited to, the use and security of Covered Information as set forth in Paragraphs 14 and 15,
6 and 21 and 22. and separately label the confidential portions of the deposition transcript, including
7 documents and other exhibits containing the Covered Information as Confidential Information or
8 Highly Confidential Information. The Covered Information shall be separately bound. Those pages
9 in any transcript referring to Covered Information shall include a stamp identifying all such pages as
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” Failure of the Court Reporter to operate in
11 this manner shall not constitute a waiver by the Producing Party as to the status of the testimony as
12 Covered Information.

13 10. Deposition testimony or information disclosed during the deposition that is not
14 designated as Covered Information at the deposition may be so designated by a Producing Party
15 within thirty (30) court days of receipt of the deposition transcript, by giving written notice to all
16 Parties of the page and line numbers where the newly designated information appears on the rough
17 deposition transcript. All rough or final deposition transcripts shall be treated as Covered Information
18 until thirty (30) court days after receipt of the final deposition transcript from the court reporter.
19 Should a pending motion or procedural requirement necessitate an earlier date, the Parties shall meet
20 and confer as to a reasonable date for provision of the confidentiality designation notice.

21 11. Any non-party producing documents in this Action may obtain the protections of this
22 Protective Order by consenting to the jurisdiction of this Court solely with regard to the production
23 of its or their documents by designating any discovery in accordance with the provisions of this
24 Protective Order. Such designation shall confer upon the non-party all of the rights and obligations
25 of a designating Party as set forth herein. Non-parties are not entitled to receipt or review of Covered
26 Information produced by any other Producing Party unless all Parties agree in writing, and the non-
27 party also executes Exhibit A prior to receipt or review of the Covered Information.
28

1 **II. CHALLENGING DESIGNATION OF “CONFIDENTIAL INFORMATION” OR**
2 **“HIGHLY CONFIDENTIAL INFORMATION”**

3 12. If a Party contends that any material is not entitled to confidential treatment, within
4 thirty (30) court days of receiving the Covered Information, such Party must give written notice to
5 the Producing Party who designated the material by: (1) providing the Bates number of each
6 challenged document or the page and line of each portion of testimony subject to challenge and (2)
7 state the basis for each challenge. The Parties agree that such challenges shall be made in good faith.
8 In the case of materials or testimony designated as Highly Confidential Information, the Party
9 challenging the designation must state whether their position is the material should be designated as
10 Confidential Information or have no designation under this Protective Order. The Parties shall meet
11 and confer regarding the challenged designations within thirty (30) court days of receipt of the
12 challenge. If the challenge is not resolved in the meet-and-confer process, the Producing Party shall
13 have thirty (30) court days from the date of the termination of the meet and confer effort to seek an
14 order from the Court that such designated material is subject to protection as Confidential Information
15 or Highly Confidential Information. If a motion is not timely filed, the challenged material shall lose
16 its designated protection and be assigned the protection requested by the challenging Party. If the
17 Producing Party files a motion with the Court, the designated items shall remain protected pursuant
18 to their designation until the Court rules on the motion.

19 13. Notwithstanding any challenge to the designation of material as Covered Information
20 as described in Paragraph 12, all documents shall be treated as designated and shall be subject to the
21 provisions hereof unless and until one of the following occurs:

22 a. the Producing Party who claims that the material is Covered Information
23 withdraws such designation in writing; or

24 b. the Producing Party who claims that the material is Covered Information fails
25 to apply to the Court for an order designating the material confidential within the time period specified
26 above after receipt of a written challenge to such designation; or

27 c. the Court rules the material is not Confidential Information or Highly

1 Confidential Information.

2 **III. USE OF AND ACCESS TO “CONFIDENTIAL INFORMATION” AND “HIGHLY**

3 **CONFIDENTIAL INFORMATION”**

4 14. Confidential Information and Highly Confidential Information may only be used for
5 the purpose of the above-captioned litigation and shall not be used for any business, commercial,
6 competitive, personal, or other purpose. Persons or entities receiving Covered Information shall not
7 under any circumstances sell, offer for sale, advertise, make available for download or copying, or
8 publicize Covered Information or any information contained therein on any document sharing
9 software, database or platform, nor publicize their possession of, receipt of, or familiarity with
10 Covered Information.

11 15. Confidential Information and Highly Confidential Information may not, under any
12 circumstances, be uploaded to, shared with or used on any generative artificial intelligence
13 (Generative AI) or large language model (LLM) tools, including any third-party, public or internal
14 tools whatsoever.

15 16. Confidential Information may only be disclosed to the following persons:
16 a. The Court, its personnel necessary to assist the Court in its function, and court
17 appointed discovery referees;

18 b. Mediators or referees retained by the Parties in this Action for purposes of
19 settlement negotiations or discovery disputes;

20 c. The Parties;
21 d. Counsel of record for the Parties, and employees of such counsel assigned to
22 and reasonably necessary to assist such counsel in the litigation of this Action;

23 e. Litigation support services, including outside copying services, court
24 reporters, videographers, or electronic discovery vendors, retained in connection with this Action by
25 a Party or its counsel;

26 f. Except persons subject to the limitation set forth in Paragraph 19, any
27 individual expert, consultant, or expert consulting firm retained by counsel of record in connection

1 with this Action, to the extent necessary for the individual expert, consultant, or expert consulting
2 firm to prepare a written opinion, to prepare to testify, or to assist counsel of record in the prosecution
3 or defense of this Action, provided that: (i) the expert/consultant maintains security of the
4 Confidential Information and limits disclosure of it to only those Designated Expert Personnel to
5 whom disclosure is required for the expert, consultant, or expert consulting firm to complete their
6 work in this Action; and (ii) the Confidential Information disclosed is used solely in connection with
7 this Action;

8 g. Except persons subject to the limitation set forth in Paragraph 19, any person
9 (i) who created, authored, received, or reviewed such Confidential Information; (ii) is or was a
10 custodian of the Confidential Information; (iii) is identified in Confidential Information; or (iv) is or
11 was an employee of the Producing Party and is reasonably believed to have knowledge of the matters
12 in the Confidential Information, provided any former employee of the Producing Party shall execute
13 Exhibit A pursuant to Paragraph 20(a); and

14 h. any other person as may be designated by written agreement by the Producing
15 Party or by order of the Court, provided that they execute Exhibit A pursuant to Paragraph 19(a).

16 17. Highly Confidential Information may only be disclosed to the persons identified in
17 Paragraphs 15(a), (d), (e), (f), (g) and (h).

18 19. Producing Party may share Covered Information with its own individual
20 experts/consultants or Designated Expert Personnel without requiring compliance with this Protective
21 Order.

22 23. Any current owner, director, employee or consultant of any Competitor of Tesla, or
24 any individual or entity engaged in conduct that presents a risk to the security and/or preservation of
25 Tesla's Highly Confidential Information or risk of disclosure thereof, regardless of whether they have
26 previously received, reviewed, or authored the Highly Confidential Information, may not receive,
27 review or have read to them any information that is designated Highly Confidential. As used herein,
28 "Competitor" includes but is not limited to any individual or entity engaged in the research,
development, or design of vehicle or battery systems, components, or technologies, including

1 Advanced Driver Assistance Systems, autonomous vehicles and systems, electric vehicles and
2 components, computer vision technologies, and machine learning and artificial intelligence
3 technologies.

4 **20. NON-DISCLOSURE AGREEMENT.** With the exception of those described in
5 paragraphs 16(a), (c), and (d) above, all individuals to whom Confidential Information or Highly
6 Confidential Information is disclosed shall execute a Non-Disclosure Agreement in the form attached
7 as Exhibit A prior to receiving such information, as described below. In the case of an individual
8 expert, consultant, or expert consulting firm described in Paragraph 16(f), the expert/consultant shall
9 sign Exhibit A on their own behalf and on behalf of any Designated Expert Personnel to whom
10 disclosure is required for the expert, consultant, or expert consulting firm to complete their work in
11 this Action.

12 a. Individuals to whom only Confidential Information is disclosed:

13 (i) For individuals other than experts/consultants described in Paragraph 16(f),
14 copies of the executed Exhibit A shall be retained by counsel disclosing Confidential Information and
15 provided to counsel for Producing party at the conclusion of this Action;

16 (ii) For experts/consultants described in Paragraph 16(f) receiving only
17 Confidential Information, the executed Exhibit A shall be provided to counsel for the Producing Party
18 at the time of expert disclosures for any designated experts, and at the conclusion of this Action for
19 any consultants or experts that were retained but not designated.

20 b. Individuals to whom Highly Confidential Information is disclosed:

21 (i) An Exhibit A executed by any individual to whom a Party intends to
22 disclose Highly Confidential Information must be provided to counsel for the Producing Party at least
23 five (5) court days before any Highly Confidential Information may be disclosed, during which period
24 Producing Party may object to the disclosure of Highly Confidential Information.

25 (ii) The Parties agree to promptly meet and confer to attempt to resolve in good
26 faith any objection to the disclosure of Highly Confidential Information. If the Parties are unable to
27 resolve an objection, Producing Party may file a motion seeking a Protective Order with respect to

1 the proposed disclosure within fourteen (14) calendar days of receipt of the Exhibit A, or within such
2 other time the Parties may agree. Information that is the subject of an objection to disclosure *may*
3 *not be disclosed* until all objections are resolved by the Parties' agreement or Court order.

4 **21. SECURITY OF COVERED INFORMATION.** Any person in possession of a
5 Producing Party's Covered Information shall: maintain such information in a secure and safe manner
6 including appropriate administrative, technical, and physical safeguards designed to protect the
7 security and confidentiality of such Covered Information against threats or hazards to the security of
8 such Covered Information, and protect against unauthorized access to Covered Information; shall
9 ensure that access is limited to the persons authorized under this Protective Order; and shall further
10 exercise the same standard of due and proper care with respect to the storage, custody, use, and/or
11 dissemination of such information as is exercised by the recipient with respect to its own proprietary
12 or privileged information. Covered Information may not be disseminated by email, other non-secured
13 means, or document sharing platforms including Dropbox, Google Drive, OneDrive etc.; a secure
14 FTP site is permitted as is an encrypted, password protected flash drive, but in both instances the
15 password must be separately transmitted to the recipient.

16 **22.** Any persons receiving Covered Information shall not reveal or discuss such
17 information to or with any person who is not entitled to receive such information, except as set forth
18 herein. If a Party or any of its representatives, including counsel, inadvertently discloses any Covered
19 Information to persons who are not authorized to use or possess such material, the Party shall provide
20 immediate written notice of the disclosure including all known relevant information concerning the
21 nature and circumstances of the disclosure to the Party whose material was inadvertently disclosed.
22 The responsible Party shall also promptly take all reasonable measures to ensure that no further or
23 greater unauthorized disclosure or use of such Covered Information is made and shall make
24 reasonable efforts to retrieve all such Covered Information. Each Party shall cooperate in good faith
25 in that effort.

26 **23.** In the event of a remote deposition that is reasonably expected to discuss Covered
27 Information, the Party who would be reasonably expected to designate information Confidential or

1 Highly Confidential may choose the remote deposition platform—such as Microsoft Teams—to
2 ensure the security of the remote deposition.

3 **IV. INADVERTENT FAILURE TO DESIGNATE “CONFIDENTIAL” OR “HIGHLY**
4 **CONFIDENTIAL”**

5 24. In the event that information is produced by a Producing Party without a Confidential
6 or Highly Confidential designation and then later designates as “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL”, upon written notice of the inadvertent production, all receiving parties shall
8 employ reasonable efforts to ensure that the previously inadvertently non-designated information is
9 subsequently treated as Covered Information pursuant to the terms of this Protective Order.

10 **V. MISCELLANEOUS TERMS**

11 25. All provisions of this Protective Order restricting the communication or use of Covered
12 Information shall continue to be binding after the conclusion of this Action, unless otherwise agreed
13 or ordered.

14 26. Any witness or other person, firm, or entity from which discovery is sought may be
15 informed of and may obtain the protection of this Protective Order by written advice to the Parties’
16 respective counsel or by oral advice at the time of any deposition or similar proceeding.

17 27. A person with custody of documents designated as Covered Information shall maintain
18 them in a manner that limits access to those documents to only those persons entitled under this
19 Protective Order to examine them.

20 28. The use of Covered Information at any trial proceeding shall be governed by California
21 law. The Parties agree to take reasonable steps to maintain the confidentiality of any Covered
22 Information at any hearing or upon trial of this matter in such a manner and until such time as the
23 Court may direct, and/or as the Parties may otherwise agree.

24 29. The terms of this Protective Order do not preclude Tesla, Inc. from providing
25 confidential and/or protected information and documents to the National Highway Traffic Safety
26 Administration (“NHTSA”) either voluntarily or in connection with Tesla, Inc.’s obligations under
27 the National Traffic and Motor Vehicle Safety Act of 1966 (“Safety Act”), 49 U.S.C. § 30101, et seq.

1 30. The Court retains jurisdiction even after termination of this Action to enforce this
2 Protective Order and to make such deletions from or amendments, modifications, and additions to
3 the Protective Order as the Court may from time to time deem appropriate. The Parties hereto reserve
4 all rights to apply to the Court at any time, before or after termination of this Action, for an order
5 modifying this Protective Order or seeking further protection against disclosure or use of claimed
6 Confidential Information or Highly Confidential Information.

7 31. Within 60 days after the conclusion of this Action (entry of final judgment or upon the
8 expiration of the date to file a Notice of Appeal), all produced documents, including all copies,
9 extracts, and summaries, that contain or reflect Covered Information shall be returned to counsel for
10 the Producing Party and all electronic copies will be destroyed and deleted from any and all storage
11 locations, including but not limited to, computers, hard drivers, servers, or cloud storage. The Party
12 and all third parties given the Covered Information will execute Exhibit B and provide a copy of the
13 same to Producing Party certifying compliance with this provision.

14 32. Failure to comply with, or a violation of the terms of this Order, shall be considered a
15 material breach for which an aggrieved Party may seek any and all relief from this Court, including
16 an order enforcing compliance, order of contempt, monetary or other sanctions, and any and all
17 consequential damages, plus punitive damages when a violation is intentional or involved oppression,
18 fraud, or malice. A party who moves to enforce the terms of this Order and is the prevailing party in
19 that motion may be awarded reasonable attorney's fees and costs.

21 SO STIPULATED.

24 DATED: _____, 2025

26 BY: _____
27 Ryan Dostart
28 Attorneys for Plaintiffs

1 DATED: _____, 2025
2

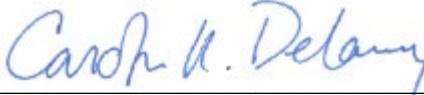
3 BY: _____
4 Lauren O. Miller
5 Attorneys for Defendant

6 **ORDER.**

7 The Court has reviewed the parties' stipulated protective order. (ECF No. 10.) The stipulation
8 comports with the relevant authorities and the court's applicable local rule. See L.R. 141.1. The Court
9 APPROVES the protective order, subject to the following clarifications. The Court's Local Rules
10 indicate that once an action is closed, it "will not retain jurisdiction over enforcement of the terms of
11 any protective order filed in that action." L.R. 141.1(f); *see also, e.g., MD Helicopters, Inc. v.*
12 *Aerometals, Inc.*, 2017 WL 495778 (E.D. Cal., Feb. 03, 2017) (noting that courts in the district
13 generally do not retain jurisdiction for disputes concerning protective orders after closure of the case).
14 Thus, the Court will not retain jurisdiction over this protective order once the case is closed.

15 Further, this Stipulated Protective Order does not entitle a party to file confidential
16 information under seal. Local Rule 141 sets forth the procedures that must be followed and the
17 standards that will be applied when a party seeks permission from the Court to file material under
18 seal. If a party's request to file confidential material under seal is denied by the Court, then the party
19 may file the information in the public record unless otherwise instructed by the Court.

20 Dated: June 5, 2025


21

22 CAROLYN K. DELANEY
23 UNITED STATES MAGISTRATE JUDGE
24
25
26
27
28

1
2 **UNITED STATES DISTRICT COURT**
3 **EASTERN DISTRICT OF CALIFORNIA**
4

5 LAILA SULTANI, and S.S., a minor, by and
6 through her Guardian Ad Litem EHSAN
7 SULTANI,

8 Plaintiff,

9 vs.

10 TESLA, INC., doing business in California as
11 TESLA MOTORS, INC., and DOES 1
12 through 50, inclusive,

13 Defendants.

14 Case No. 2:24-CV-01445-JAM-CKD

15 [Originally Filed in Sacramento County
16 Superior Court, Case No. 24CV004635]

17 Action Filed: March 8, 2024

18 Trial Date: Not set

19 **EXHIBIT A**

20 I hereby certify that I have read the Protective Order entered in the above-entitled case
21 (this “Action”). Before reviewing or receiving access to the contents of any of the documents or
22 material subject to the protection of that Protective Order and as a condition of such review or access,
23 I understand and agree that I am personally bound by and subject to all of the terms and provisions
24 of the Protective Order.

25 My current occupation is _____.

26 My current employer is _____.

27 My address is _____.

28 I am not an owner, director, employee or consultant of any entity that competes with Tesla or
29 is otherwise engaged in the research, development, or design of vehicle or battery systems,
30 components, or technologies, including Advanced Driver Assistance Systems, autonomous vehicles
31 and systems, electric vehicles and components, computer vision technologies, and machine learning
32 and artificial intelligence technologies.

1 I understand I cannot share, reveal or discuss the contents of any Confidential or Highly
2 Confidential Information to or with any person who is not entitled to receive such information, except
3 as set forth in the Protective Order.
4

5 Within thirty (30) days of the termination of this Action, I will execute Exhibit B and provide
6 a signed Certification of Destruction and will return all documents and things designated as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” that came into my possession, and all
8 documents and things that I have prepared relating thereto, to counsel for the Party by whom I am
9 employed.
10

11 I subject myself to the jurisdiction and venue of this Court for purposes of enforcement of this
12 Protective Order.
13

14 *Signature*
15

16 *Printed Name*
17

18 *Date Executed*
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

LAILA SULTANI, and S.S., a minor, by and through her Guardian Ad Litem EHSAN SULTANI,

Plaintiff,

VS.

TESLA, INC., doing business in California as
TESLA MOTORS, INC., and DOES 1
through 50, inclusive,

Defendants.

Case No. 2:24-CV-01445-JAM-CKD

[Originally Filed in Sacramento County
Superior Court, Case No. 24CV004635]

Action Filed: March 8, 2024

Trial Date: Not set

EXHIBIT B
CERTIFICATE OF DESTRUCTION

I hereby certify that I have read the Protective Order entered in the above-entitled case. As of the Date Executed below, the information described below has been returned to counsel for the Party by whom I am employed or counsel for the Producing Party and all electronic copies destroyed and deleted from any and all storage locations, including but not limited to computers, hard drivers, servers, or cloud storage pursuant to the Protective Order.

[Describe documents/information returned/destroyed]

I subject myself to the jurisdiction and venue of this Court for purposes of enforcement of this Protective Order.

Signature

Printed Name

Date Executed